

ESTTA Tracking number: **ESTTA1105399**

Filing date: **01/01/2021**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following parties oppose registration of the indicated application.

Opposers Information

Name	Aurora Limited
Granted to Date of previous extension	02/10/2021
Address	2 CLARENCE HOUSE, DALE STREET LEAMINGTON SPA WARWICKSHIRE, CV32 5AD UNITED KINGDOM

Name	Sapphire Studios LLC
Granted to Date of previous extension	02/10/2021
Address	529 NASHUA STREET MILFORD, NH 03055 UNITED STATES

Name	Spark Squared GmbH
Granted to Date of previous extension	02/10/2021
Address	LEOPOLDSTRAßE 2-832051 HERFORD, 32051 GERMANY

Name	Easy Games, Inc.
Granted to Date of previous extension	02/10/2021
Address	11130 SAN GABRIEL WAY VALLEY CENTER, CA 92082 UNITED STATES

Name	Jigarbov Productions Inc.
Granted to Date of previous extension	02/10/2021
Address	2520 ELLWOOD DRIVE #203 SW EDMONTON, AL T6X 0A9 CANADA

Name	King Cube LTD
Granted to Date of previous extension	02/10/2021
Address	1875 GREAT WESTERN ROAD GLASGOW, G13 2YD UNITED KINGDOM

Name	Digital Tree Media Ltd
Granted to Date of previous extension	02/10/2021
Address	21 BROAD ST. BURY, BL9 0DA UNITED KINGDOM

Name	ReWrite Media, Inc.
Granted to Date of previous extension	02/10/2021
Address	438 RIVER KNOLL DRIVE CLAYTON, NC 27527 UNITED STATES

Name	Hydreon Corporation
Granted to Date of previous extension	02/10/2021
Address	6440 FLYING CLOUD DRIVE SUITE 100 EDEN PRAIRIE, MN 55344 UNITED STATES

Name	Razzleberries AB
Granted to Date of previous extension	02/10/2021
Address	NYDALSVÄ#GEN 3 SEGELTORP, 141 73 SWEDEN

Name	Mineplex LLC
Granted to Date of previous extension	02/10/2021
Address	137 MANOR DRIVE ROCKWALL, TX 75032 UNITED STATES

Attorney information	BARRY WERBIN HERRICK, FEINSTEIN LLP 2 PARK AVENUE NEW YORK, NY 10016 UNITED STATES
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	Primary Email: bwerbin@herrick.com 212.592.1418
Docket Number	20316-0001

Applicant Information

Application No.	88699388	Publication date	10/13/2020
Opposition Filing Date	01/01/2021	Opposition Period Ends	02/10/2021
Applicant	Mineverse LLC 5600 BONITA BEACH RD., APT #4808 BONITA SPRINGS, FL 34134 UNITED STATES		

Goods/Services Affected by Opposition

Class 042. First Use: 2011/09/04 First Use In Commerce: 2011/09/04

All goods and services in the class are opposed, namely: Computer programming services, namely, content creation for virtual worlds and three dimensional platforms; Computer services, namely, creating an on-line community for registered users to engage in gaming and virtual worlds; Computer services, namely, creating an on-line virtual environment for gaming and social interaction; Computer services, namely, providing gaming and virtual world servers to others; Designing and modifying computer programs and video games for others; Hosting of digital content on the Internet; Programming virtual content and goods for use in online virtual worlds; Server hosting

Grounds for Opposition

The mark is merely descriptive	Trademark Act Section 2(e)(1)
The mark is generic	Trademark Act Sections 1, 2 and 45
Failure to function as a mark	Trademark Act Sections 1, 2 and 45
The mark is not inherently distinctive and has not acquired distinctiveness	Trademark Act Sections 1, 2 and 45; and Section 2(f)
Fraud on the USPTO	In re Bose Corp., 580 F.3d 1240, 91 USPQ2d 1938 (Fed. Cir. 2009)

Related Proceedings	Cancellation filed on 12/31/2020 by same Opposers against RN 4828981
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Attachments	Mineverse Notice of Opp with exhs final.pdf(1085780 bytes)
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Signature	/Barry Werbin/
Name	BARRY WERBIN
Date	01/01/2021

	:	X
DIGITAL TREE MEDIA LTD.,	:	
RAZZLEBERRIES AB, AURRORA LIMITED,	:	
EASY GAMES, INC., HYDREON	:	Opposition No. _____
CORPORATION, JIGARBOV PRODUCTIONS	:	
INC., KING CUBE LTD, MINEPLEX LLC,	:	NOTICE OF OPPOSITION
REWRITE MEDIA, INC., SAPPHIRE STUDIOS	:	
LLC and SPARK SQUARED GMBH,	:	Mark: SKYBLOCK
	:	Serial No.: 88699388
Opposers,	:	Filed: November 20, 2019
	:	
vs.	:	
	:	
MINEVERSE LLC,	:	
	:	
Applicant.	:	
	:	
	:	X

Opposers believe they will be damaged by the registration of the mark SKYBLOCK by Applicant Mineverse LLC (“Applicant” or “Mineverse”), as shown in U.S. application Serial No. 88699388, filed on November 20, 2019 for the mark SKYBLOCK (the “Mark”) in International Class 042 (the “Mineverse Application”) and published for opposition on October 13, 2020, and hereby oppose the Mineverse Application. Opposers’ respective times to file a Notice of Opposition have been extended to February 10, 2021.

This Opposition is based on abandonment by Applicant of any alleged rights in the Mark; genericness of the Mark or, in the alternative, mere descriptiveness of the Mark, having developed over the past nine years as a result of Applicant's abandonment by its and its predecessor's extended failure to enforce or assert any rights in the Mark; and fraud on the USPTO by Applicant. Accordingly, Opposers hereby allege the following facts and grounds for

relief under 15 U.S.C. § 1052(e); 15 U.S.C. § 1063; 37 C.F.R. §§ 2.101 *et seq.*; and TBMP §§ 306, 309 *et seq.*

The Parties

1. Opposers consist of online computer game and content development companies located in the United States, Canada, the United Kingdom, Sweden and Germany, all of which provide online game services, or offer and distribute for download online computer gaming worlds and content, or both, under the SKYBLOCK name to consumers in the United States and globally.

2. Applicant Mineverse, upon information and belief, is a Florida limited liability company, with an address at 5600 Bonita Beach Rd., apt #4808, Bonita Springs Florida 34134.

3. Opposer Digital Tree Media Ltd. (d/b/a CubeCraft Games) is an England and Wales corporation with a business address at 21 Broad St., Bury, BL9 0DA, United Kingdom.

4. Opposer Razzleberries AB is a Swedish corporation with a business address at Nydalsvägen 3, 141 73 Segeltorp, Sweden.

5. Opposer Aurora Limited is an England and Wales corporation with a business address at 2 Clarence House, Dale Street, Leamington Spa Warwickshire, CV32 5AD, United Kingdom.

6. Opposer Easy Games, Inc. is a California corporation with a business address at 11130 San Gabriel Way, Valley Center, California 92082.

7. Opposer Hydreon Corporation is a Minnesota corporation with a business address at 6440 Flying Cloud Drive, Suite 100, Eden Prairie, Minnesota 55344.

8. Opposer Jigarbov Productions Inc. is a Canadian corporation with a business address at 2520 Ellwood Drive, #203, SW Edmonton, Alberta T6X 0A9, Canada.

9. Opposer King Cube Ltd. is a Scotland corporation with a business address at 1875 Great Western Road, Glasgow, G13 2YD, United Kingdom.

10. Opposer Mineplex LLC is a Texas limited liability company with a business address at 137 Manor Drive, Rockwall, TX 75032.

11. Opposer ReWrite Media, Inc. is a North Carolina corporation with a business address at 438 River Knoll Drive, Clayton, North Carolina 27527.

12. Opposer Sapphire Studios LLC is a New Hampshire limited liability company with a business address at 529 Nashua Street, Milford, New Hampshire 03055.

13. Opposer Spark Squared GmbH is German corporation with a business address at Leopoldstr. 2-8, DE-32051, Herford, Germany.

14. All of the Opposers will be damaged by the Mineverse Application. Applicant has issued cease and desist letters and/or other notices and demands to certain of Opposers and others, citing the Mineverse Application and Applicant's alleged common law rights in the Mark.

The Mineverse Application

15. According to the TESS database, on November 20, 2019, the Mineverse Application was filed under Section 1A of the Trademark Act to register the mark SKYBLOCK in

International Class 042 for the following services:

Computer programming services, namely, content creation for virtual worlds and three dimensional platforms; Computer services, namely, creating an on-line community for registered users to engage in gaming and virtual worlds; Computer services, namely, creating an on-line virtual environment for gaming and social interaction; Computer services, namely, providing gaming and virtual world servers to others; Designing and modifying computer programs and video games for others; Hosting of digital content on the Internet; Programming virtual content and goods for use in online virtual worlds; Server hosting.

The Mineverse Application claimed first use anywhere and first use in U.S. commerce dates of September 4, 2011. A copy of the Application (from the TESS database) is annexed hereto as Exhibit “A.”

16. On October 13, 2020, the Mineverse Application was published for opposition. On November 12, 2020, each of the Opposers separately filed, and was granted, 90 day extensions of time to oppose the Mineverse Application.

17. To support the Mineverse Application, Applicant submitted specimens of use to the USPTO consisting of screen shots of an online discussion forum located at <https://skyblock.net> called “Skyblock Forums” operated by “Noobcrew.” A copy of that specimen of use is annexed as part of Exhibit “A.” There is no common law or other trademark attribution appearing on that specimen of use.

18. At the link <https://skyblock.net/members/noobcrew.1>, “Noobcrew” is currently listed as the “Server Owner” for that platform. Until very recently, the skyblock.net website and its Terms of Service did not contain any common law or other trademark markings or notices. A recently archived version of that website, existing as of May 13, 2020, accessible through www.archive.org, reveals that the site’s Terms of Service contained no trademark attribution or notification for the term “Skyblock,” and in fact referred to the owner of the site as “Skyblock, LLC,” which is some entity other than Applicant. The archived Terms of Service only contained a third-party trademark attribution for the “Minecraft” name. A copy of these archived Terms of Service are annexed hereto as Exhibit “B” (with the relevant clause highlighted for ease of reference).

19. The site at <https://skyblock.net> provides a forum in which players of one of the world’s most popular computer games, Minecraft®, can interact and share comments. Players of

Minecraft can also download from this site variations of a computer-generated “world” called “Skyblock,” to use within the massive online virtual Minecraft game world. The central feature of the skyblock.net platform is that it provides access to a Minecraft “server” (hosted and operated by Mineverse, LLC), where logged-in players of the game can join and have access to a hosted Skyblock world. The skyblock.net “store” allows purchases of in-game perks, kits, abilities, items and additional “world” space.

20. Thousands of other Minecraft game servers are owned and operated by other third parties, including certain of the Opposers, in the United States and around the world. Certain of the Opposers host Minecraft servers both independently and in partnership with Microsoft Corporation (“Microsoft”), which owns Minecraft.

Background of the Minecraft Game

21. The Minecraft game, which is owned by Microsoft, “has been critically acclaimed, winning several awards and being cited as one of the greatest video games of all time.”

<https://en.wikipedia.org/wiki/Minecraft>. In 2014, the original developer of Minecraft, a Swedish company called Mojang Synergies AB (“Mojang”), sold the game and its intellectual property to Microsoft for \$2.5-billion. *Id.*; <https://news.microsoft.com/announcement/microsoft-purchases-minecraft/>; <https://www.zdnet.com/article/microsoft-buys-mojang-minecraft-five-reasons-it-makes-strategic-sense/>. The Minecraft game was and remains available for play on mobile devices, video game console systems, and personal computers.

<https://techcrunch.com/2014/09/15/microsoft-has-acquired-minecraft/>

22. According to Microsoft, Minecraft allows players to “[e]xplore randomly generated worlds and build amazing things from the simplest of homes to the grandest of castles. Play in creative mode with unlimited resources or mine deep into the world in survival mode, crafting

weapons and armor to fend off dangerous mobs.” <https://www.microsoft.com/en-us/p/minecraft-for-windows-10/9nblggh2jhxj?activetab=pivot:overviewtab> Minecraft game worlds are composed of rough 3D cube-type objects, commonly called “blocks,” which represent various materials, such as dirt, stone, ores, tree trunks, water, and lava. According to Wikipedia, “[t]he core gameplay revolves around picking up and placing these objects. These blocks are arranged in a 3D grid, while players can move freely around the world. Players can ‘mine’ blocks and then place them elsewhere, enabling them to build things.”

<https://en.wikipedia.org/wiki/Minecraft>

23. Microsoft operates a Minecraft “Partner Program,” through which third-party developers, including some of the Opposers, participate to create their own new content and virtual worlds to use within the Minecraft game universe. See <https://www.minecraft.net/en-us/partner>.

24. In 2009, Mojang launched the original Minecraft game, which rapidly became successful. Over the next several years, an extensive community of creators developed and created additions to, modifications of, and services for the Minecraft game. These third-party creations took many forms, including downloadable content in the form of new digital “worlds,” which acted within the Minecraft game. The designs and fun of using these worlds, and the interactive presence of the Minecraft game community, had much to do with the early success of Minecraft.

25. The Minecraft community rapidly developed means for freely sharing digital worlds, such as through websites and online forums. In most cases, these third-party products were freely shared among the Minecraft community. In some cases, third parties profited from their creations. For example, “servers” permitted players to play against each other online, and the

server operators often would have methods of charging players for in-game items. In or about June 2017, independent Minecraft developers began selling digital worlds and related content through a Microsoft-authorized Marketplace in partnership with members of the Minecraft community. <https://news.microsoft.com/en-gb/2017/09/05/minecraft-fans-make-more-than-1-million-selling-items-through-official-marketplace/>

26. Many different terms have evolved within the Minecraft community to describe various classes of in-game content. For example, “Skywars” is commonly known among the community to refer descriptively to worlds that facilitate a battle between teams of players, each situated on different islands in the sky. “Capture the Flag” worlds pit teams against each other to capture the opposing team’s flags. “Bedwars” is a variant of “Skywars” but with the addition of beds that the player must defend.

Genesis and Evolved Genericness of the “Skyblock” World Name

27. On or about September 4, 2011, an individual member of the Minecraft community, using the alias name “Noobcrew,” developed for the Minecraft game and released for free to the public a digital world called “Skyblock.” That “Skyblock” world was first released and made available for download and use in the U.S. by Noobcrew on a public “Minecraft Forum” website operated by a third party, without any license or other restriction, and without notice of any trademark rights in the “Skyblock” name. The Minecraft Forum site was and still is strictly for the free, non-commercial, distribution of digital content.

28. Within the original Skyblock world, a player started on a small island comprised of a cluster of digital blocks in the sky, and had to place other blocks to expand that island. The key to the game was the limited amount of resources made available; the player was much more focused on the acquisition of individual blocks, which could be challenging. The name

“Skyblock” is itself merely an obvious conjunction of the common dictionary words “sky” and “block.”

29. The “Skyblock” world was an instant success and, upon information and belief, within weeks of its release, numerous other worlds based in a sky context were published generally with the name “Skyblock” or variations thereof. Like many other classes of Minecraft worlds, “Skyblock” became a generic term within the gaming industry and among Minecraft players for worlds with the general style of game-play in a sky world, which had been incorporated into the original “Skyblock” world. Often, the word “Skyblock” would be paired with one or more other terms. For example, islands in the sky placed within bottles might be called “Bottle Skyblock.”

30. As time went on, hundreds of Minecraft worlds and game modes using the term “Skyblock” were published by third parties, with most of them having been made available for free. Since 2011, numerous other companies and developers have published Minecraft worlds and game modes, and related digital goods and services, using the term “Skyblock” as a generic or descriptive term. The term “Skyblock” has been used in U.S. commerce regularly since 2011 by numerous third party companies and developers without any complaint by the original “Skyblock” world developer, Noobcrew, or by Applicant (until very recently). Indeed, active members of the Minecraft community have known for many years what a “Skyblock” world is generically.

31. Within the Minecraft community, the term “Skyblock” has become wholly generic, or at a minimum, merely descriptive, for a word describing a type of Minecraft-based in-game digital world in the sky. There is no general association of “Skyblock” with any one company or source of origin, nor has there been since 2011.

32. A Google[®] search for the terms “Minecraft AND skyblock” (as of January 1, 2021) yields many results that refer to “skyblock” generically. *See, e.g.*, https://minecraft.gamepedia.com/Tutorials/Skyblock_survival (“Many different variations of the skyblock map are available online.”).

33. The original publisher of the Skyblock world, Noobcrew, never made any attempt to enforce any trademark rights in the Mark against anyone. Neither did Applicant, until sometime in 2020 when Applicant, for the first time, started sending out “cease and desist” letters to third party developers, including certain of the Opposers, alleging that the Mark was a protected trademark owned by Applicant and threatening legal action if money was not paid.

34. Applicant (a limited liability company) represented in the Mineverse Application that it first used the Mark in U.S. commerce on September 4, 2011, which coincides with the date when Noobcrew first published his “Skyblock” world for free, with no restriction or trademark rights notification.

35. Applicant was only formed as a Florida limited liability company on April 29, 2015, three and a half years after the Skyblock-named world was first published online. A copy of the State of Florida, Division of Corporations, online company database, confirming such filing date, is annexed hereto as Exhibit “C.” Accordingly, it would have been impossible for Applicant to have been the first user of “Skyblock” in U.S. commerce as of September 4, 2011, because Applicant did not yet exist. Therefore, such representation by Applicant of its first use of the Mark in the Mineverse Application was knowingly false.

36. Upon information and belief, the principal owner of Applicant is in fact Noobcrew, who in real life is Brandon Chaney (“Chaney”), as set forth in the Mineverse Application signatory data. To the extent Applicant is claiming that its alleged rights flow from Noobcrew

(Chaney), no assignment or other evidence of transfer of such rights is of record with the USPTO.

37. Nevertheless, Applicant can have no greater rights than Chaney, and because Chaney never enforced any alleged trademark rights in the Mark, despite the passage of nearly nine years and many hundreds, if not thousands, of third party uses of the word “Skyblock” for independently developed worlds, game modes, and other Minecraft in-game content, Chaney, and therefore Applicant, have abandoned any possible trademark rights in the Mark.

38. Applicant was fully aware of the foregoing facts at the time it filed the Mineverse Application, and had actual knowledge that it did not own any protectible trademark rights in the Mark. Applicant falsely represented to the USPTO under penalty of perjury that it owned senior protectable trademark rights in the Mark for the specified Class 042 services, when in fact any rights had been abandoned from nearly nine years of Chaney, and then Applicant, having failed to enforce any alleged trademark rights in the Mark against anyone. Applicant is therefore estopped from claiming any trademark rights in the Mark and has abandoned any such rights.

39. Upon information and belief, the sole reason why Applicant is seeking to register the Mark now, despite its widespread and unfettered use by numerous third parties in the U.S. since 2011, is to pursue third parties who release their own worlds, and associated game modes and content, under the name Skyblock, alone or in conjunction with one or more other words, and extort settlements under threats of bringing infringement litigation. Applicant fits the classic model of a “trademark troll.”

40. Cheney and Applicant made no effort to protect or enforce the alleged Mark, until 2020 when Applicant commenced its trademark “trolling” scheme in an effort to try and capitalize on the enormous popularity and profitability of secondary market sales of originally

created Skyblock worlds and associated content.

FIRST GROUND FOR CANCELLATION: ABANDONMENT

41. Opposers incorporate by reference the allegations set forth above in paragraphs 1- 40 of this Notice as if fully pleaded at length herein.

42. Applicant's and Chaney's persistent failure over an approximate nine year period to assert and enforce any trademark rights in the Mark, with full and actual knowledge of the ongoing substantial third party uses of the word Skyblock for Minecraft worlds, game modes and associated content, constitutes abandonment.

43. Opposers therefore will be damaged by registration of the Mark by Applicant and registration of the Mark should be refused under Sections 13 and 45 (definition (2) of "Abandonment") of the Trademark Act, 15 U.S.C. §§ 1063, 1127 .

SECOND GROUND FOR CANCELLATION: GENERICNESS

44. Opposers incorporate by reference the allegations set forth above in paragraphs 1- 43 of this Notice as if fully pleaded at length herein.

45. The word "Skyblock" has come to be understood by the relevant public primarily as a generic reference to a type of digital world featuring an island in a sky environment with associated content for use in the Minecraft game.

46. As a result of many years of willful and knowing non-enforcement by Applicant and Chaney of any purported trademark rights in the Mark, the Skyblock name has become generic and Applicant does not own any trademark rights in the Mark.

47. Opposers therefore will be damaged by registration of the Mark by Applicant.

48. Registration of the Mark should be refused under Sections 13 and 45 (definition (2) of "Abandonment") of the Trademark Act, 15 U.S.C. §§ 1063, 1127, because the Mark has

become generic as a result of Applicant's and its principal owner's abandonment of the Mark arising from their extended course of conduct and inaction in enforcing any alleged rights therein, despite their actual knowledge of widespread and longstanding third-party uses of the Mark in the U.S. and globally.

THIRD GROUND FOR CANCELLATION: DESCRIPTIVENESS

49. Opposers incorporate by reference the allegations set forth above in paragraphs 1- 48 of this Notice as if fully pleaded at length herein.

50. In the event the TTAB does not find that the Mark is generic, alternatively, the Mark has become highly descriptive within the relevant gaming community of a type of Minecraft in-game world and its associated game modes and content, such that the Mark is incapable of acquiring distinctiveness as a service mark and cannot be registered on the Principal or Supplemental Registries.

51. Because the Skyblock name has become highly descriptive as a result of many years of non-enforcement by Applicant or its predecessor in interest of any purported trademark rights in the Mark, Applicant does not own any trademark rights in the Mark.

52. Further, Applicant's alleged Mark consists of the combination of two descriptive or generic words – Sky and Block – in the context of the Minecraft game, that do not evoke a new and unique commercial impression, so the combination results in a composite that is itself merely descriptive of digital blocks in a sky environment game world.

53. Opposers therefore will be damaged by registration of the Mark by Applicant.

54. Registration of the Mark therefore should be refused under Section 2(e)(1) and Section (3) of the Trademark Act, 15 U.S.C. §§1052(e)(1), 1053, because Applicant seeks to register a mark that is merely descriptive of the recited services inasmuch as the Mark describes

an ingredient, quality, characteristic, function, feature, purpose or use of the specified services.

FOURTH GROUND FOR CANCELLATION: FRAUD ON THE USPTO

55. Opposers incorporate by reference the allegations set forth above in paragraphs 1- 54 of this Notice as if fully pleaded at length herein.

56. At the time it filed the Mineverse Application, Applicant had actual knowledge that it did not own any protectible trademark rights in the Mark. Applicant further had actual knowledge that, as a legal entity formed only in 2015, it could not have been the first user in U.S. commerce of the Mark in 2011.

57. Applicant's false material representations to the USPTO were made with actual knowledge by Applicant.

58. Upon information and belief, the USPTO relied upon the sworn statements made in the Mineverse Application in approving it for publication.

59. Opposers therefore will be damaged by registration of the Mark by Applicant and registration of the Mark should be refused.

PRAYER FOR RELIEF

WHEREFORE, Opposers respectfully request that the Application be rejected, and that registration of the Mark be denied and refused.

Dated: January 1, 2021

HERRICK, FEINSTEIN LLP

By: /Barry Werbin/
Barry Werbin, Esq. [NY Attorney Reg. No.
1797232]
bwerbin@herrick.com
2 Park Avenue
New York, New York 10016
212.592.1418

Attorneys for Opposers Digital Tree Media Ltd,
Razzleberries AB, Aurora Limited, Easy Games,
Inc., Hydreon Corporation, Jigarbov Productions
Inc., King Cube Ltd, Mineplex LLC, Rewrite
Media, Inc., Sapphire Studios LLC and Spark
Squared GmbH

EXHIBIT A

Mineverse Application

(copy attached after Certificate of Service)

EXHIBIT B

Archived Skyblock.net Terms of Service

(copy attached after Certificate of Service)

EXHIBIT C

State of Florida, Division of Corporations, Data for Mineverse Formation

(copy attached after Certificate of Service)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing Petition is being served on Opposer's attorney of record on January 1, 2021, by e-mail to:

Michael Schwab, Esq.
Moritt Hock & Hamroff LLP
1407 Broadway
New York, New York 10018
mschwab@moritthock.com
trademark@moritthock.com

/Barry Werbin/
Barry Werbin
Attorney for Applicant

EXHIBIT A

Mineverse Application

Trademark/Service Mark Application, Principal Register

Serial Number: 88699388

Filing Date: 11/20/2019

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	88699388
MARK INFORMATION	
*MARK	Skyblock
STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Skyblock
MARK STATEMENT	The mark consists of standard characters, without claim to any particular font style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	Mineverse LLC
*STREET	5600 Bonita Beach Rd., Apt #4808
*CITY	Bonita Springs
*STATE (Required for U.S. applicants)	Florida
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	34134
EMAIL ADDRESS	XXXX
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
TYPE	limited liability company
STATE/COUNTRY WHERE LEGALLY ORGANIZED	Florida
GOODS AND/OR SERVICES AND BASIS INFORMATION	
INTERNATIONAL CLASS	
*IDENTIFICATION	Computer programming services, namely, content creation for virtual worlds and three dimensional platforms; Computer services, namely, creating an on-line community for registered users to engage in gaming and virtual worlds; Computer services, namely, creating an on-line virtual environment for gaming and social interaction; Computer services, namely, providing gaming and virtual world servers to others; Designing and modifying computer programs and video games for others; Hosting of digital content on the Internet;

	Programming virtual content and goods for use in online virtual worlds; Server hosting
FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 09/04/2011
FIRST USE IN COMMERCE DATE	At least as early as 09/04/2011
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT17\IMAGEOUT17\886\993\88699388\xml1\ RFA0003.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\886\993\88699388\xml1\ RFA0004.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\886\993\88699388\xml1\ RFA0005.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\886\993\88699388\xml1\ RFA0006.JPG
	\\TICRS\EXPORT17\IMAGEOUT17\886\993\88699388\xml1\ RFA0007.JPG
SPECIMEN DESCRIPTION	digital images of a website currently used in commerce
CORRESPONDENCE INFORMATION	
NAME	Mineverse LLC
STREET	5600 Bonita Beach Rd., Apt #4808
CITY	Bonita Springs
STATE	Florida
COUNTRY	United States
ZIP/POSTAL CODE	34134
*EMAIL ADDRESS	chaneybrandon@gmail.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS RF
NUMBER OF CLASSES	1
APPLICATION FOR REGISTRATION PER CLASS	275
*TOTAL FEE DUE	275
*TOTAL FEE PAID	275
SIGNATURE INFORMATION	
SIGNATURE	/Brandon Chaney/
SIGNATORY'S NAME	Brandon Chaney
SIGNATORY'S POSITION	Principal
SIGNATORY'S PHONE NUMBER	239-494-0082
DATE SIGNED	11/16/2019

Trademark/Service Mark Application, Principal Register

Serial Number: 88699388

Filing Date: 11/20/2019

To the Commissioner for Trademarks:

MARK: Skyblock (Standard Characters, see [mark](#))

The literal element of the mark consists of Skyblock. The mark consists of standard characters, without claim to any particular font style, size, or color.

The applicant, Mineverse LLC, a limited liability company legally organized under the laws of Florida, having an address of

5600 Bonita Beach Rd., Apt #4808

Bonita Springs, Florida 34134

United States

XXXX

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class ____: Computer programming services, namely, content creation for virtual worlds and three dimensional platforms; Computer services, namely, creating an on-line community for registered users to engage in gaming and virtual worlds; Computer services, namely, creating an on-line virtual environment for gaming and social interaction; Computer services, namely, providing gaming and virtual world servers to others; Designing and modifying computer programs and video games for others; Hosting of digital content on the Internet; Programming virtual content and goods for use in online virtual worlds; Server hosting

In International Class _____, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 09/04/2011, and first used in commerce at least as early as 09/04/2011, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) digital images of a website currently used in commerce.

[Specimen File1](#)

[Specimen File2](#)

[Specimen File3](#)

[Specimen File4](#)

[Specimen File5](#)

The applicant's current Correspondence Information:

Mineverse LLC

5600 Bonita Beach Rd., Apt #4808

Bonita Springs, Florida 34134

chaneybrandon@gmail.com (authorized).

Email Authorization: I authorize the USPTO to send email correspondence concerning the application to the applicant, the applicant's attorney, or the applicant's domestic representative at the email address provided in this application. I understand that a valid email address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Reduced Fee status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$275 has been submitted with the application, representing payment for 1 class(es).

Declaration

☒ **Basis:**

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

And/Or

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
 - The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
 - To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.
- ☒ To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.
- ☒ To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.
- ☒ The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Brandon Chaney/ Date: 11/16/2019

Signatory's Name: Brandon Chaney

Signatory's Position: Principal

Payment Sale Number: 88699388

Payment Accounting Date: 11/20/2019

Serial Number: 88699388

Internet Transmission Date: Wed Nov 20 10:11:37 EST 2019

TEAS Stamp: USPTO/BAS-XXX.XX.XX.XX-20191120101137515

582-88699388-70086efe0d22cc3a60cbcf549a5

a1b13e08672dfc234bd1267d84407fbe405c37-D

A-11373825-20191116092941686044

Skyblock

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Skyblock Forums

Top Voters [August]

Sunday at 5:04 PM

SEP

01

by Leeroleee at 5:04 PM (281 Views / 0 Likes) 26 Comments

Thank you to all who have voted in the month of August! The top 10 voters will receive a \$25 gift card to spend up to \$25 on our store shop.skyblock.net.

1. moearnings - 93 votes
2. Chesterrr - 93 votes
3. needtorename - 93 votes
4. crisypizza - 93 votes
5. PoodieSanny - 93 votes
6. Skitty - 93 votes
7. proxenator - 93 votes
8. JoshLee5 - 93 votes
9. Adriansop - 93 votes
10. HonzaKOMI - 93 votes

You will receive your gift card from me through /mail on the /skyblock server. Gift cards can be saved for multiple transactions and do not expire.

Thank you to all who have voted for Skyblock the past few months and are supporting us. 😊

[Continue reading...](#)

Top Voters [July]

Aug 1, 2019

AUG

01

by Leeroleee at 2:14 PM (1,262 Views / 1 Likes) 20 Comments

Thank you to all who have voted in the month of July! The top 10 voters will receive a \$25 gift card to spend up to \$25 on our store shop.skyblock.net.

1. creeperbot26 - 93 votes
2. Skitty - 93 votes
3. Vanithan - 93 votes



Noobcrew

Messages: 835
Ratings: 2568/237/18
Points: 271

Server Status

Total - Online	147/750
Classic SB - Online	9/100
Show Players	
Skyblock - Online	60/125
Show Players	
Economy - Online	74/125
Show Players	
SkyWars - Online	2/250
Show Players	

Staff Online Now



Members Online Now

Noobcrew, DuckGuide, Michael, moearnings, Monster_Sparklez
Total: 70 (members: 5, guests: 50, robots: 15)

Recent Threads

[Sellmystone] Bad sportsmanship in Mob...
Cyk753 @ Today at 2:19 AM

Home Ranks Upgrade Items Kits Extras Special Keys Expansion Gift Cards

Skyblock

With ranks, you gain access to special perks, kits, and abilities. Ranks do not expire and last forever.

You will also receive an equivalent rank on Classic SB as well!

Limited Time! 25% off all ranks & upgrades!



Skyknight
~~40.00~~ 7.50 USD

Remove



Skyking
~~25.00~~ 18.75 USD

Buy



Skylord
~~50.00~~ 37.50 USD

Buy



Skygod
~~100.00~~ 75.00 USD

Buy

Server Status

Online

skyblock.net

148 / 750 players online.

Recent Purchases

ebagcder • Today 23:40
Premium to VIP

Refinery • Today 20:39
149x149

VShops • Today 19:55
Elytra

nathan2good • Today 19:32
4 Pig Spawners

TGC_Vortex • Today 18:59
Elytra

lalalizzy9999 • Today 16:33
Premium

Giftcard Balance

Card Number

Check

Language

Choose a profile

chanebrandon@gmail.com

MANAGE ACCOUNT

LOG OUT



1 item for 7.50 USD

USD

Logout

[Home](#)[Ranks](#)[Upgrade](#)[Items](#)[Kits](#)[Extras](#)[Special](#)[Keys](#)[Expansion](#)[Gift Cards](#)

Welcome

Welcome to the Skyblock Web store!

Limited Time! 25% off all ranks & upgrades!

Click the categories above to get started.

"Skyblock" is the new SB server (.net), "Classic SB" is the oldschool.

"Economy" is the SB Economy server (.org).

Make sure to type your Minecraft username in correctly.

Server Status

Online

skyblock.net

148 / 750 players online.

Recent Purchases

ebagcorder • Today 23:40
Premium to VIP

Refinery • Today 20:39



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Noobcrew

2,993

Inbox

26

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About

'Skyblock', is an accessible multiplayer game consisting of unique playable content and virtual worlds hosted across physical servers in which individual players can connect to interact and play with others.

The game itself is free to play, despite expenses in physical servers, development, and advertising. However digital content can be purchased by the user to enhance their profile or modify their gameplay with custom virtual items if they so choose.

'Skyblock' created in 2011, is a division of Mineverse LLC and is not affiliated with Mojang AB in anyway.

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Minecraft Server

120/750 

Skyblock | Follow us on Twitter! [@Skyblock](#)

The official Skyblock server!

EXHIBIT B

Archived Skyblock.net Terms of Service


<https://skyblock.net/help/terms> **FEB** **MAY** **SEP**
29 captures
11 Dec 2012 - 22 Sep 2020 **13** 2019 **2020** 2021

! 1 DAY LEFT There's only one more day to give in 2020. We don't ask often, but if you find our resources useful, please donate ASAP.

Can You Chip In?

They're trying to change history—don't let them. In the chaotic atmosphere of 2020, the Wayback Machine is a crucial resource in the fight against disinformation, and now more than ever we need your help. Right now we're preserving history as it unfolds, keeping track of who's saying what and when—all without charging for access, selling user data, or running ads. Instead, we rely on the generosity of individuals to help us keep the record straight.

There's only one day left in 2020 to donate to the Internet Archive (which runs this project). We



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Registration

By registering to any Skyblock services, you agree to these terms and conditions:

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About this capture

If you have been previously banned from any Skyblock server, you will not be able to circumvent this interdiction without proper consent.

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We reserve the right to change these terms and conditions without prior notice. You acknowledge and agree that it is your responsibility to review this agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified terms of service.

Website and Game Server Terms and Conditions of Use

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By accessing this website, you are agreeing to be bound by these terms and conditions of use, all applicable laws and regulations, and agree that you are responsible for the compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this website. The material this website contains is protected by applicable copyright and trademark law.

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About this capture

5. Revisions and Errata

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When using any Skyblock service, you will not:

- Attempt to gather information from other users unless they are notified
- Post any pornographic content (this includes links and/or websites)
- Upload malicious content or viruses
- Harass or intimidate any user
- Engage in illegal activities (users will have to abide by the laws of the United States of America)
- Engage in discriminate content
- Attempt to circumvent any banishment without the consent of Skyblock
- Disrupt communications (see "Disruption of Communications")

9. Disruption of Communications

Disruptive communication is anything that inhibits the clean flow of communication between users on the Skyblock network. Disruptive communication includes, but is not limited to:

- Flooding: posting an excessive amount of threads of posts on Skyblock's website
- Non-English communication: Skyblock is an English language service. Communication, particularly content viewable by many users, will be conducted in the English language.
- Off-Topic Posting: posting content in a section where it does not belong and/or replying to content with unrelated information
- Miscellaneous: communication that disrupts the easy browsing of the website will not be tolerated. This includes exceedingly large images, large ASCII art, or links that go to

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About this capture

Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this policy in order for you to understand how we collect, use, communicate, and disclose/make use of personal information. The following outlines our privacy policy:

- Before or at the time of collecting personal information, we will identify the purposes specified for which information is being collected.
- We will collect and use personal information with the sole objective of fulfilling the purposes specified by us and for other compatible purposes unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information. We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is maintained and protected.

User Agreement

1. We reserve the right to change, with or without notice, any rank price that has been set forth. We also reserve the right to change the contents of a specific rank. The benefits of a certain rank can change, and you will not be entitled to the old rank benefits if we change it. No rank benefit or any other item in our web store will be changed without a valid reason.
2. You agree to indemnify the staff and all other parties related to Skyblock's staff. By agreeing to these terms, you agree not to present any lawsuit or other legal challenge against the server staff for any reason, whether related to your purchase or not.
3. You understand and agree that your use of this website and any services or content provided is made available and provided to you at your own risk. It is provided to you as-is and we disclaim all warranties of any kind, expressed or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. You understand and agree that neither Skyblock nor any participant in the service provides professional advice of any kind and thus use of such advice of any information is solely at your own risk and without our liability of any kind. Some jurisdictions may not allow disclaimers of implied warranties and the above disclaimer may not apply to you only as it relates to implied warranties.
4. You expressly understand and agree that we shall not be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including but not limited to, damages for the loss of profits, goodwill, use, data, or other intangible loss (even if we have been advised of the possibility of such damages) resulting from or arising out of (I) The use of or the inability to use the service, (II) The cost to obtain substitute goods and/or services resulting from any transaction entered into or through

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5. Any staff, owners, hosts, advertisers, officers, directors, employees, partners, and all other parties related to this server's staff reserve the right, with the appropriate permissions, to forcibly make you leave the server, permanently or temporarily, with no chance of refund. This will never be unwarranted, and will only happened in the case of rule breaking. If you obey the rules, you will never be interdicted.

6. By donating to Skyblock, you are not entitled to any physical or virtual good. A donation is a donation and not a purchase. As defined a donation is an act or instance of presenting something as a gift, grant, or a contribution with no expectation of anything in return. Anything received will be as-is and no warranty or guarantee that it will always be available.

7. All terms and conditions come into effect indefinitely as soon as the contract is accepted, and will remain to be active even after you quit, are banished, removed, or if you leave the server/forum in any way.

Refund Policy

All sales are final. You may not buyback, stop, or credit the server by any means necessary in order to receive your funds back that of which have been paid. In doing so we reserve the right to disallow your continued play on the server/forums and not allow further funds to be added or taken away. We reserve the right to pursue any legal or collective action necessary in order to recover damages in the event of a forced chargeback.

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EXHIBIT C

State of Florida, Division of Corporations, Data for Mineverse Formation



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Detail by Entity Name

Florida Limited Liability Company
MINEVERSE, LLC

Filing Information

Document Number	L15000075934
FEI/EIN Number	47-3865624
Date Filed	04/29/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	08/28/2019

Principal Address

5600 BONITA BEACH ROAD SW
UNIT 4808
BONITA SPRINGS, FL 34134

Mailing Address

5600 BONITA BEACH ROAD SW
UNIT 4808
BONITA SPRINGS, FL 34134

Registered Agent Name & Address

CHANEY, BRANDON M
5600 BONITA BEACH ROAD SW
UNIT 4808
BONITA SPRINGS, FL 34134

Name Changed: 08/28/2019

Authorized Person(s) Detail

Name & Address

Title AMBR

B.M CHANEY, TTEE OF B.M. CHANEY REV. TRUST
5600 BONITA BEACH ROAD SW UNIT 4808
BONITA SPRINGS, FL 34134

Title AMBR

B. CHANEY, TTEE OF B. CHANEY LIV. TR. ONE

5600 BONITA BEACH ROAD SW UNIT 4808
BONITA SPRINGS, FL 34134

Annual Reports

Report Year	Filed Date
2018	08/28/2019
2019	08/28/2019
2020	06/28/2020

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